

Dyanne D.
Bd app'd 9/4/01 SEP 10 2001

AGREEMENT BETWEEN THE SCHOOL DISTRICT OF OSCEOLA COUNTY
AND ALCALDE & FAY

THIS AGREEMENT is made and entered into this 1st day of August, 2001 by and between The School District of Osceola County (hereinafter referred to as "THE SCHOOL DISTRICT"), and Alcalde and Fay (hereinafter referred to as "THE SERVICE PROVIDER").

WITNESSETH:

WHEREAS, THE SCHOOL DISTRICT desires to obtain the assistance of the SERVICE PROVIDER with respect to legislative and administrative matters at the Federal level; and

WHEREAS, the SERVICE PROVIDER is uniquely qualified to provide such assistance.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

1. The recitals set forth above are true and correct.

ARTICLE ONE:

Responsibilities of the SERVICE PROVIDER

The SERVICE PROVIDER shall:

1. Meet with THE SCHOOL DISTRICT, Superintendent or his designee(s) at mutually agreed-upon times with respect to the Federal executive and legislative actions having bearing on THE SCHOOL DISTRICT'S Federal legislative agenda.

2. Implement THE SCHOOL DISTRICT'S Federal legislative agenda.

3. Establish and maintain working relationships with the executive and legislative branches of the Federal government that will enhance THE SCHOOL DISTRICT'S position with respect to:

- a. financial assistance applications

- b. regulatory procedures
- c. legislation
- d. budget authorizations, and
- e. other areas, as directed.

4. Represent THE SCHOOL DISTRICT at Washington, DC area conferences or meetings as requested.

5. Provide to THE SCHOOL DISTRICT written progress reports detailing the services that have been rendered in this Agreement.

ARTICLE TWO

Responsibilities of THE SCHOOL DISTRICT

THE SCHOOL DISTRICT shall:

1. Meet with THE SERVICE PROVIDERS and provide guidance with respect to the provision of services.
2. Formulate and develop a legislative agenda, which shall be updated regularly, that will facilitate THE SERVICE PROVIDER in the performance of his duties.
3. Provide relevant documents, correspondence and such published materials as may facilitate the provision of services.

ARTICLE THREE

Terms of Payment by THE SCHOOL DISTRICT

1. THE SCHOOL DISTRICT shall pay THE SERVICE PROVIDER the sum of \$5,000 per month.
2. THE SCHOOL DISTRICT shall reimburse THE SERVICE PROVIDER for reasonable expenses in connection with THE SERVICE PROVIDER's work at actual cost. Expenses that are to be reimbursed include, but are not limited to: photocopying, postage, telephone, delivery and telecopy charges. Any travel or other major costs will be approved in advance by THE SCHOOL DISTRICT.

ARTICLE FOUR

Professional Independence of THE SERVICE PROVIDER

1. The parties understand and agree that THE SERVICE PROVIDER is not an agent, employee or representative of THE SCHOOL DISTRICT or any of its agencies. THE SERVICE PROVIDER is and shall remain an independent professional with respect to all services performed under this Agreement.

2. No partnership relationship between THE SCHOOL DISTRICT and THE SERVICE PROVIDER is created or intended by this Agreement. No associate or employee of THE SERVICE PROVIDER shall be deemed to be an employee of THE SCHOOL DISTRICT for any purpose whatsoever.

ARTICLE FIVE

Assignment

1. This is a contract for unique personal services and THE SERVICE PROVIDER's obligation hereunder is not assignable. THE SERVICE PROVIDER shall not assign, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of any of his rights under this Agreement.

ARTICLE SIX

Cancellation or Termination of Agreement

1. This Agreement may be cancelled by either party upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

ARTICLE SEVEN

Conflict of Interest

1. THE SERVICE PROVIDER agrees to abide and be governed by Florida Statutes and SCHOOL DISTRICT rules which may have a bearing on the services involved in this Agreement, including, but not limited to, those affecting conflict of interest.

ARTICLE EIGHT

Paragraph Headings

1. The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner, affect the scope, meaning or intent of the provisions of this Agreement. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE NINE

Modifications

1. This Agreement may not be altered, changed or modified except by or with the written consent of THE SCHOOL DISTRICT.

ARTICLE TEN

Notice Provision

When any of the parties desire to give notice to the other,, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

SCHOOL DISTRICT OF
OSCEOLA COUNTY

Mr. Blaine Muse
Superintendent
The School District of Osceola County
817 Bill Beck Blvd.
Kissimmee, FL 34744-4499

ALCALDE & FAY

Alcalde & Fay
2111 Wilson Blvd.
8th Floor
Arlington, VA 22201

ARTICLE ELEVEN

Authority Provision

1. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the

party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE TWELVE
Indemnification Provision

1. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by any agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE THIRTEEN
Non-Discrimination Provision

1. The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, or sexual orientation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

James D. Nichols II
Witness
Danielle TheBeth
Witness

ALCALDE & FAY
by: L.A. Skip Bafalis
L.A. Skip Bafalis, Partner

Wilma L. James
Witness
Crisida Hamer
Witness

THE SCHOOL DISTRICT OF
OSCEOLA COUNTY
by: Blaine X. Muse
Mr. Blaine Muse, Superintendent